DEC. 10. 2002

4:32PM

CPB CORP BANKING

NO.228

P. 1

CENTRAL PACIFIC BANK
FS – METRO I
FAX TRANSMISSION

DATE:

December 10, 2002

TO:

Mr. Dennis Pope

NCAA Phone:

Fax: (317) 917-6827

Re: L/C
of Pages: 3
(incl. coversheet):

From:

Byron Okino

Central Pacific Bank

Corporate Banking Division Phone: (808) 544-0648 Fax: (808) 544-0647

Mr. Pope:

This is the Certification and Agreement document from the University of Oregon. Please sign the acknowledgement and fax back to me at the above number.

Please feel free to call me if you have any further questions regarding this matter.

CONFIDENTIALITY NOTICE: The information contained in this facsimile is confidential and is intended solely for the use of the recipient named above. If you are not the intended recipient or a person responsible for delivering it to the intended recipient, any dissemination, distribution, copying or other use of this communication for any purposes is strictly prohibited. If you have received this communication in error, please telephone the sender immediately and/or mail the communication to the sender at the address shown above. Thank you for your cooperation.

12/1DEC. 10. 2002 7: 4: 33PM 541 CPB CORP BANKING U/O ATHLETICS DEC. 9.2002 1:25PM OPB CORP BANKING

NO.228 P.2 NO.175

2002

P.2

CERTIFICATION AND ACKNOWLEDGMENT

TO: CENTRAL PACIFIC BANK

The undersigned THE UNIVERSITY OF OREGON (hereinafter "University of Oregan') hereby cortifies and agrees the following in connection with that certain Scattle Bowl Agreement between the University of Oregon and Aloha Sports Inc. dated December 6, 2002 (hereinafter the "Contract"):

- 1. As of the dats hereof, the Contract is in full force and effect and is valid and binding under its terms.
- 2. The undersigned acknowledges and cartifies that under Section 17(b) of the Contract it guarantees ticket purchases in the amount of \$625,000.00.
- 3. As of the date hereof, the undersigned does not have any right of offset against Aloha Sports Inc., including any ticket purchase amounts under the Contract.
- 4. Upon receipt of the following items the undersigned innevocably agrees to notify the National Collegiste Athletic Association ("NCAA") that it will not make any claims with the NCAA regarding the Standby Letter of Credit leaved by Central Pacific Bank on December _____ 2002 ("Standby Letter of Credit") for the 2002 Seattle Bowl and shall inform the NCAA that the original Standby Letter of Credit should be released and returned to Central Pacific Bank because the minimum guaranteed payment of \$750,000,00 has been received:
 - the undersigned has received 12,500 tickets valued at \$625,000,00; and
 - the sum of \$125,000,00 in cash has been received from Aloha Sports Inc.

This Condition has been executed on this 1012 day of December

UNIVERSITY OF OREGON

ATTALETIZ Director

Athletic Director & Contracti

DEC. 10.2002

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ACKNOWLEDGMENT

We acknowledge receipt of the foregoing Certification executed by the University of Oregon.

Dated: Necember 11, 2002

NATIONAL COLLEGIATE ATHLETIC **ASSOCIATION**